

FILED
CLERK, U.S. DISTRICT COURT
DISTRICT OF DELAWARE

 ORIGINAL

WILLIAM BOYD

Plaintiff,

VS.

C.A. No. 07-379-JJF

UNITED STATES GOLF ASSOCIATION

Defendant

William Boyd
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Newark, DE 19711
(302)368-9049

Defendant's Council
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Date: November 16, 2007

Facts

I submitted my club design (patent pending) to the USGA for their approval process so I could sell it to the USGA members and the professional golfers that belong to the PGA. The golf club idea was rejected after I exhausted all the USGA's appeal process. The reason was rule violation of Appendix II section 5(c)i.

5C(i) Grooves. A series of straight grooves with diverging sides and a symmetrical cross-section may be used (see Fig. X).

- The width and cross-section must be consistent across the face of the club and along the length of the grooves.
- Any rounding of groove edges shall be in the form of a radius which does not exceed 0.020 inches (0.508 mm).
- The width of the grooves must not exceed 0.035 inches (0.9 mm), using the 30 degree method of measurement on file with the United States Golf Association.
- The distance between edges of adjacent grooves must not be less than three times the width of a groove, and not less than 0.075 inches (1.905 mm).
- The depth of a groove must not exceed 0.020 inches (0.508 mm).

However, my club does not violate any of the rules. The USGA claims that the rules demand that the grooves "must be" symmetrical. My grooves are not symmetrical. The rules command in great detail all aspects of the golf club. The USGA does not demand that the grooves have to be, must be or shall be symmetrical. My golf club conforms to all rules but the USGA arbitrary decides otherwise.

Standing

I must demonstrate first that I have standing to bring an antitrust claim. I have sustained an antitrust injury. See Bunswick Corp. v. Pueblo Bowl-O-Mat, Inc., 429 U.S. 477, 489 (1977). Through its arbitrary interpretation of its rules to exclude innovative new entrants into the golf club market, USGA barred my entry and all financial gain that might result. This course of conduct has prevented and will continue to prevent similarly situated innovators from competing with the major market leaders, all sponsors of the USGA. Thus, the USGA is a vehicle through which its sponsors can and have suppressed competition. As such a potential competitor, targeted by USGA, I am an efficient enforcer of antitrust law.

Sherman Act Sec. 1

Section I of the Sherman Act, 15 U.S.C. §1, requires that I plead an agreement exists between two or more entities and that the agreement unreasonably restrains trade. The USGA is a not for profit association sponsored by for profit competitors, many of whom are in the golf club industry. The influence these sponsors bear upon the USGA constitutes and furthers an agreement among two or more entities (300 Yards.com, Inc., AMC CO LTD, ACCUMADE, INC., ACT CO LTD, ACUSHNET COMPANY, ADAMS GOLF, ADVANCED GOLF TECHNOLOGY, AIBM, AJ ANTONIOUS CO., AKIA GOLF CO, AKIRA PRODUCTS CO LTD, ALIEN SPORTS, INC, AMER SPORTS JAPAN INC, AMER SPORTS UK LTD, AMUR GOLF, ARMORTEK SPORTS INC, ARROWTECH COMPANY, ASAHI GOLF CO LTD, ASERTA SPORTS, INC., ASHTON GOLF, LLC, ASPEC CO LTD, AVATAR GOLF, INC., BALL KILLER GOLF, BANG GOLF, INC., BAVARIA GOLF INTERNATIONAL, BEIJING NS GOLF, BELAIR CO LTD, BELLY GOLF, INC./HANGTIME GOLF, BEN HOGAN COMPANY, BEN SAYER GOLF, BEN SAYER GOLF LTD, BENROSS GOLF CO LTD, BIAM GENERAL TITANIUM INC, BIG APPLE GOLF INC, BIO-MECHANICAL GOLF ACADEMY CO LTD, BLACK TITANIUM GOLF CO., BLADE GOLF, BOBBY JONES GOLF, BRIDGESTONE SPORTS CO LTD, BRITISH GOLF COMPONENTS, BROSNAN GOLF, BRUTUS GOLF, INC., BURROWS GOLF, BYRON BUTLER GOLF, INC., CALDWELL GOLF CO., INC., CALLOWAY GOLF CO., CANA GOLF, CENTRAL KOSHO CO LTD, CERAMIX GOLF CO. INC., CHICAGO CLASSICS GOLF, CO., CHIYODA CO LTD, CHRISCO GOLF AS, CHUJO CO LTD, CISCO CO LTD, CLASSIC GOLF UK, CLEVELAND GOLF, CLIMB FREE CO LTD, COLDFIRE GOLF LLC, COLVEN GOLF, CONCEPT CO LTD, CONTIENTAL GOLF/CAROLINA CUSTOM GOLF, CORNERSTONE GOLF, INC., CREATO INC, CREWS CO LTD, CRYOFIRE GOLF, CUBIC BALANCE GOLF TECHNOLOGY, INC, CUSTOM BUILT GOLF TECHNOLOGY, INC, DAB KOREA CO., LTD, DAIICHI GOLF CO LTD, DAIWA CORP., DAIWA SEIKO INC, DEAN OTA ENTERPRISES, DECATHLON INESIS, DELACRUZ GOLF, DELTA GOLF CO. (UK) LTD, DELTA SPORT HANDELSAGENTUR GMBH, DIAMOND TOUR GOLF, DIMENSION Z GOLF, INC., DOI GOLF, INC., DONO SPORTS CORP., DORMY GOLF, DYNACRAFT GOLF PRODUCT, INC., DYNACRAFT INTERNATIONAL, EBALON/XM WORKS, EIGER ENTERPRISE CO LTD, ELEMENT 21 GOLF, ENA CORPORATION LTD, EPON GOLF CO LTD, ESPORTS CO LTD, ET JAPAN CO LTD, EVER GREEN LTD, EVISU JAPAN CO. LTD, EXCEDO GOLF/SONARTEC, FANATIK GOLF, FARRAR GOLF INDUSTRIES, FAZER JAPAN INC, FEEL GOLF COMPANY, FNC KOLON CORPORATION, FOCUS GOLF SYSTEMS, INC., BES CO LTD, FORESTA CO LTD, FOUNDERS CLUB, FOURTEEN CO LTD, FROM J, FUJIMI, FUKUOKA KANKOKAIHATSU CO LTD, FUKUYAMA GOLF, G.P.S. CO LTD, GEEK GOLF, GEOTECH GOLF COMPONENTS CO LTD, GIANT GOLF, GILLIGAN'S CUSTOM GOLF, GMU KAIHATSU, GOLF BUHIN CO LTD, GOLF CLUB KOSHIN, GOLF DESIGN CO LTD, GOLF KOREA CO., LTD, GOLF PARTNER CO LTD, GOLF PLANNER CO LTD, GOLF PREMIUM CO LTD, GOLF SYSTEM CO., LTD, GOLF SYSTEM WORKS CO LTD, GOLF GEAR INTERNATIONAL, GOLF HANDS, GOLFSMITH INTERNATIONAL, INC., GOLFSTORE GROUP AB, GOSEN CO

LTD, GRAND GOLF COMPANY, LLC, GRAND PRIX CO LTD, GREATON CO LTD, GREEN GRASS GOLF CORP, GREEN SALON I, GREENCLUB, GTS GOLF USA CORP., GV GOLF KOREA CO LTD, GYRO SPORTS INC, HANA CO LTD, HANGTIME GOLF, HARIMA GOLF CO LTD, HEAD USA, INC., HENRY-GRIFFITTS INC, HERALD GOLF, HERO CO LTD, HEXUS JAPAN CO LTD, HIPPO GOLF CO., HIRAMA GOLF SERVICE INC, HIREKO TRADING CO., HIROTA GOLF CO LTD, HOG GOLF/DOGLEG RIGHT CORP, HOKUSHIN TRADING CO., HOLLYWOOD GOLF STUDIO, HONMA GOLF CO LTD, HONSHIN MARKETING SERVICES, HORSEPOWER GOLF.COM, HYBRID SPORTS GROUP LLC, I N C YAMAMOTO PRO GOLF SHOP, IGUANA PRO GOLF, IKEDA CO LTD, IMAGINE GOLF TECH, IMPACT GOLF TECHNOLOGIES, INFINITI GOLF, INC., INNOVEX GOLF COMPANY, IQ VENTURE AG, IVY PRODUCTS, LLC, J E NET SERVICE CO LTD, J. OSAWA GROUP CO., LTD, JAPAN GOLF EQUIPMENT CO LTD, JAROG MASTER BLASTER, JASLAR GOLF LLC, JAZZ GOLF EQUIPMENT, INC., JOHN LETTERS OF SCOTLAND LTD., JOY MANY CO LTD, JQC GOLF, INC., JUSTICK CO LTD, KAMUI WORKS JAPAN CO LTD, KANAMORI CO LTD (GORILLA GOLF), KANE GOLF PRODUCTS, KARSTADT WARENHAUS, KASCO CORPORATION, KATANA GOLF CO. LTD, KAWABE KOGYO CO LTD, KAWANA BIRDIE GOLF CO LTD, KCC CO LTD, KENT GRAPHTEC (USA) CORP., KENT SPORTS, INC., KEYSTONE INC, KING PAR CORPORATION, KITAGAWA BUSSAN CO LTD, KITTYHAWK, LLC, KOBAYASHI GOLF CO LTD, KOEI GOLF LIMITED CO., KOJIMA CO LTD, KOKUSAI KOGYO CO., LTD, KOMPERDELL SPORTARTIKEL GMBH, KRANK GOLF, KUTSUMA CO LTD, KYOWA GOLF CO LTD, KZG, LA JOLLA CLUB GOLF COMPANY, LAKE GOLF, LARK SPORTS CORPORATION, LAUDEN GOLF, INC., LEZAX INC, LIMITED CO. KOEI GOLF, LINKSWALKER/AIRSLLOT, LIQUIDMETAL GOLF, LONGHORN GOLF COMPANY, LOW PRO GOLF, LYNX GOLF (EUROPE), M K TRADING CO LTD, MACGREGOR GOLF CO., MACGREGOR GOLF JAPAN LTD, MACKEIL, ROBERT F, MACLEONARD GOLF, MAGNUS GOLF, MAJESKI GOLF, MAKSER S.A., MANZANITA GOLF, MARETEC CO LTD, MARIO GOLF SHOP, MARKEN-GOLF, MARUMAN & CO LTD, MASDA GOLF LTD, MASTER GRIP, MASTERFIT GOLF LTD, MATRIX GOLF COMPOSITE CORP, MATSUMOTO GOLF INC, MCHENRY METALS GOLF, INC., MCKENLY GOLF, MCKENLY INTERNATIONAL CORP, MCM GOLF, INC., MD GOLF, MERCURY COMPOSITE, MERIDIAN (LUTON) LTD, MERIDIAN GOLF, MERIT GOLF COMPANY, MGOLF INTERNATIONAL, MGOLF INTERNATIONAL AS, MICRO FARM CORPORATION, MIDAS GOLF ENTERPRISES CO. LTD, MIKESAN GOLF, MIURA GIKEN CO LTD, MIZUNO CORP., ML GOLF, INC., MOI GOLF, MONARK GOLF SUPPLY, INC., MONTECH GOLF COMPANY, MORITA GOLF CO LTD, MOVE ONE CO LTD, M-WEST CO LTD, MYWAY FAMILY CLUB LTD, NAKAJIMA, INC., NATURAL GOLF, NESTOR GOLF, NEW PLAZA GOLF, NEWPORT GOLF CORPORATION, NEXT ENTERPRISE CO LTD, NEXT TECHNOLOGY GOLF, LLC, NGC GOLF, NICEN CO LTD, NICKENT GOLF EQUIPMENT, NICKLAUS GOLF EQUIPMENT CO., LTD, NIHON GOLF SCHOOL, NIHON MECHANIC CO LTD, NIKE GOLF, NIKKO BUSSAN CO LTD, NIPPON GOLF CO LTD, NIRVANA GOLF TECHNOLOGIES, LLC, NU TEC GOLF, INC.,

OHI CO LTD, O'MURRAY GOLF CO., OPTION GOLF, OPTION GOLF INTERNATIONAL (PTY) LTD., ORBITER GOLF, ORLIMAR GOLF, ORLIMAR JAPAN, L.L.C., PALGOLF SRL, PANDA GOLF INC., PARALLEL AXIS GOLF, PAT SIMMONS GOLF, LLC, PATSKY, BERNARD J, PENTIUM SPORTS INC., PHOTON GOLF, INC., PIGEON GOLF, PINEAPPLE GOLF PRODUCTS, INC., PING, PLANNING SPORTS CO LTD, PLAYING PRO, PORSCHE DESIGN GOLF, POWERARC, POWERBILT GOLF, PRAIRIE GOLF, PRECISION JAPAN LTD, PRECISION MADE GOLF LIMITED, PRECISION TECHNOLOGY CORP, PRESTIGE GOLF, PRINCE GOLF, PRINCE GOLF ENT., PRO TOUR SPORTS, PRO TOUR SPORTS, PROSIMMON GOLF EQUIPMENT, PROTEAN PRODUCTS L.L.C., PROTEX CO LTD, PURE SPIN SPORTS, PUREFIT GOLF COMPANY SDN BHD, QEST GOLF INC, QUALITY CORPORATION, QUALITY GOLF PRODUCTS, QUANTUM LEAP GOLF, INC., QUANTUM SPORTS INDUSTRIES, R.L. ZEIDER, INC., RAINBOW GOLF CO., RAM GOLF, RAVEN GOLF, RAZOR GOLF, REDBIRD SPORTS, INC., REDFIL SL, REFEC SPORTS SDN BHD, RETUG, INC., RICK GOLF LLC, RIDIS GOLF CORPORATION, ROIR JAPAN CO, ROOTS GOLF CO LTD, ROYAL COLLECTION, ROYALTEE GOLF, CO, RYOBI LIMITED, RYOKA CO., LTD, SAKAMOTO GOLF MANUFACTURING, SASO GRIND SPORTS INC, SCOTTISH GOLF MARKETING, SEIKO S-YARD CO LTD, SEIYU SHOJI CO., LTD, SENIOR GOLF SHOKAI, SHEAR-LINE GOLF, SHENZHEN TIANYING SPORTS CO., LTD, SHIMANO INC, SHINTOMI GOLF CO LTD, SIERRA TAHOE GOLF, SIGME GOLF (UK) LIMITED, SIMPAC GOLF, SLAZENGER GOLF, SMT GOLF, SOLID CONTACT CO LTD, SPALDING SPORTS WORLDWIDE, SPORTS NETWORK PTE LTD, SRI SPORTS LIMITED, STADIUM AB, STARLING'S NEST DRIVING RANGE, STELLAR GOLF CONSULTING, INC., STRAIGHT 8 GOLF, INC., STRAIGHT ARROW GOLF, INC., S-TRIXX CO LTD, STULZ GOLF TECHNOLOGIES, STURM, RUGER & COMPANY, INC., SUAREZ CORPORATION INDUSTRIES, SUMMIT GOLF, SUN VALLEY GOLF COMPANY, SUNGREEN INC., SUNVILLAGE CORPORATION, SUPERPOWER GOLF COMPANY, LLC, SWING SCIENCE, LLC, SWING SYNC USA, SYNERGY GOLF INTERNATIONAL, INC., TAD MOORE DESIGN, TAKARAZUKA GOLF SHOP, TAYLORMADE-ADIDAS GOLF, TEAM YOSHIMURA CO LTD, TECH LINE CORP., GOLF, INC., THE CLUB WORKS, THE GOLF COAST EQUIP., THE GOLF WORKS, THE PERFECT CLUB CO., LLC, THE ROYAL COLLECTION, INC., THE STEWART & STEWART CO., THUNDER GOLF, INC., TIGER SPORTS, INC., TMJ CORPORATION, TOKAI GOLF CO LTD, TOM WISHON GOLF TECHNOLOGY, TOMMY ARMOUR GOLF COMPANY, TOSKI GOLF COMPANY, TOUR EDGE GOLF MFG., TOUR GOLF PRODUCTS/MARS GOLF, TOUR PROJECT LTD, TOURSWING GOLF, TRADITIONAL SPORTS LIMITED, TRINITY GOLF, TROPHY SPORTS, LLC, TRUE CUSTOM, TSHOTS GOLF, TSURUYA GOLF CO LTD, TTO, TURNER COMMUNICATIONS INT'L, INC., U.S. KIDS GOLF, U-I GOLF SYSTEM, UPSWING GOLF, US TOUR/INTERNATIONAL SPORTS CNS, INC., USP BRANDS LTD, VADERSEN DESIGN GROUP, VECTOR GOLF INC. DBA THE GOLF COAST FITTING CENTERS, VERSUS GOLF, VEX GOLF, V-FLYTE-GOLF CORPORATION, VICTRADCO LTD, VISION CREATIVE, INC., VOCO (UK) LTD, VULCAN GOLF, WACO ENTERPRISE LTD, WALK GOLF

GMBH, WARRIOR CUSTOM GOLF, WAVE GOLF SYSTEM, WESTLAND GOLF, WILLIAMS GOLF, WILSON SPORTING GOODS, WINBIRD CO LTD, WORKS CO LTD, WORK'S, INC., XFACTOR SPORTS, XM WORKS, INC. DBA EBALON GOLF, X-MIKE.DE, YAMAGATA WINDOW CO LTD, YAMAHA CORPORATION, YES PUTTER KOREA CO LTD, YOKOHAMA RUBBER CO LTD, YONEX CO LTD, YUJI GOLF PTE LTD, ZANO GOLF, ZERO TOLERANCE GOLF, ZODIA CORPORATION) which unreasonably restrains trade by eliminating competition through creating a horizontal market division between those club manufacturers able to access USGA member clubs, tours, and marketing tools and a group boycott by eliminating the use of innovative new club maker's products in USGA member clubs and tours. Moreover, the arbitrary application of USGA rules to the detriment of new entrants has an obvious anticompetitive effect on the market with no competitive benefit or justification.

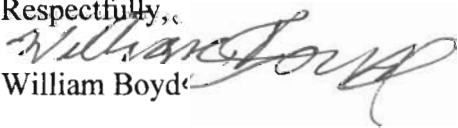
Sherman Act Sec. 2

Section II of the Sherman Act, 15 U.S.C. §2, prevents persons who monopolize or attempt to monopolize and persons who conspire to monopolize "any part of the trade or commerce among the several states". The USGA and its golf club manufacturer sponsors have monopolized, attempted to monopolize, and conspired to monopolize the golf club market.

The USGA is the sole primatour of the PGA tour, and private and public golf clubs across the world. Its sponsors include all of the major golf club manufacturers in the market. Thus the USGA and its sponsors possess monopoly power in the golf club market. Through the arbitrary interpretation of its rules to exclude innovative new entrants, the USGA and its sponsors willfully acquired and maintained that power. This is predatory, anticompetitive conduct intended to foreclose competition and a conspiracy to monopolize the golf club market.

The USGA's motion to dismiss demonstrates that my complaint put them on notice that I was alleging violations of Sections one and two of the Sherman Act as I have explained. Therefore, I respectfully ask this honorable Court to deny the USGA's motion. In the alternative, I respectfully request that the Court allow me a reasonable time to retain counsel and amend my complaint. In addition, I am asking that the Court order the USGA to find my design in conformity with its rules. I thank the Court in advance for its time and understanding in this matter.

Respectfully,


William Boyd

Cc: *Opposing Counsel's names*
Defendant's Council info:
Dominick T. Gattuso

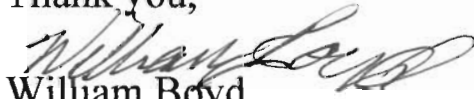
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CERTIFICATE OF SERVICE

I, William Boyd, hereby certify that on November 16, 2007, I delivered and served a true and correct copy of Petitioner's Response to the "Defendant's Opening Brief in Support of Its Motion to Dismiss for Failure to State a Claim" to the Clerk of Court of the USDC of Delaware.

I further certify that I served a true and correct copy of the foregoing document on the Defendant USGA's Delaware council Dominick T. Gattuso and Lee Abrams, Esquire in the manner of priority mail.

Thank you,



William Boyd

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